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## **ARTICLE 1 PURPOSE OF AGREEMENT**

The purpose of this agreement is to provide orderly collective bargaining relations between the City of Rochester and the Rochester Police Locust Club, Inc., to secure prompt and equitable disposition of grievances, and to establish fair wages, hours and working conditions for the employees covered by this agreement.

All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

## **ARTICLE 2 RECOGNITION AND DUES CHECKOFF**

### **Section 1:(Bargaining Agent)**

The City recognizes the Locust Club as the sole and exclusive bargaining agent for the purpose of establishing salary, hours and other conditions of employment for all members of the unit established as follows: all Police Officers (including all specializations), all Sergeants except as otherwise provided by the Memorandum of Agreement dated February 27, 1974 (Appendix I of this agreement), all Lieutenants including all specializations, and all Captains including all specializations.

### **Section 2: (Non-Interference)**

The City will not interfere with, restrain, or coerce employees because of membership in or

lawful activity on behalf of the Club and will not attempt to dominate or interfere with the Club, nor will the City discriminate in regard to hiring or promotion or tenure of employment or encourage or discourage membership in the Club. It is understood that membership in or lawful activity on behalf of the Club shall not interfere with the employees' duties nor with the carrying out of the responsibilities of the Rochester Police Department.

**Section 3: (Agency Shop)**

The parties recognize that this is an Agency Shop Agreement and each employee who is a member of the bargaining unit herein above defined, but is not a member of the Rochester Police Locust Club, Inc., shall be liable to contribute to said Club as representative costs an amount equivalent to Club dues as are from time to time authorized, levied and collected from the general membership of the Rochester Police Locust Club, Inc.

**Section 4: (Dues Checkoff)**

The City recognizes the obligation of those employees who are or may become members of the Club to pay their Club dues and, upon written authorization on the part of such employees, the City agrees to deduct Club dues from the wages of all Club members who appear on the City payroll, pursuant to 93-b of the General Municipal Law of the State of New York, and forward such dues, together with a list of employees for whom dues deductions are made, to the Club. Dues deductions are to be made bi-weekly in the case of employees paid bi-weekly.

**Section 5: (Police Benevolent Dues)**

The City also recognizes the obligation of those employees who are or may become members of the Rochester Police Benevolent Association to pay their Benevolent Association dues and, upon written authorization on the part of such employees, the City agrees to deduct from the wages of all Benevolent Association members who appear on the City payroll, pursuant to Section 93-b of the General Municipal Law of the State of New York and to forward such dues, together with a list of employees for whom dues deductions are to be made, to the Benevolent Association. Dues deductions are to be made 24 times per year in the case of employees paid bi-weekly.

**Section 6: (Rehired Members)**

In the case of employees rehired, or returning to work after a leave of absence, or being transferred back into the bargaining unit, who have previously executed authorization, and re-executed that authorization, the City agrees to resume deductions.

**Section 7: (Remittance of Deductions)**

Deductions will be remitted to the Club's designated Treasurer as soon as possible, or before the next regular payroll, together with a list of those for whom deductions have been made and the amounts of such deductions.

### ARTICLE 3 POLICE SALARIES

#### Section 1: (Wage Schedules)

##### A. Effective as of June 30, 1980.

Bracket	Step 1	Step 2	Step 3	Step 4	Step A	Step B
90	\$17,467	\$18,185	\$19,224	\$20,341	\$22,007	\$23,293
91			\$20,666	\$21,868		
92			\$22,107	\$23,393		
93			\$23,765	\$25,148		
94			\$25,423	\$26,901		
95			\$29,238	\$30,939		

##### B. Effective as of the beginning of the first payroll period after July 1, 1981.

Bracket	Step 1	Step 2	Step 3	Step 4	Step A	Step B
90	\$17,467	\$18,185	\$20,570	\$21,765	\$23,554	\$24,931
91			\$22,113	\$23,399		
92			\$23,654	\$25,031		
93			\$25,429	\$26,908		
94			\$27,203	\$28,784		
95			\$31,285	\$33,105		

#### Section 2: (Differential)

The 15% differential which presently exists in the salary schedule between Police Officer at Bracket 90, Step 4, and Sergeant, between Sergeant and Lieutenant and between Lieutenant and Captain shall be maintained.

#### Section 3 (A): (Salary Steps)

##### Police Officers—Bracket 90

(A) The steps shown below shall be reached at the following intervals:

##### STEP 1

Start

##### STEP 2

Upon successful completion of the formal recruit training and field officer training program, or upon reaching 8 months of service, whichever comes first.

##### STEP 3

Upon reaching the first anniversary after completing the formal recruit training and field officer training program, or after completing 20 months of service, whichever comes first.

##### STEP 4

Upon reaching the second anniversary after completing the formal recruit training and field officer training program, or after completing 32 months of service, whichever comes first.

##### STEP A

Upon assignment as provided in Article 5, Section 3.

**STEP B**

Upon completion of one full year of assignment at Step A, as provided in Article 5, Section 3.

**Section 3 (B): (Salary Steps)****(B) Pay Steps—Officers' Ranks**

Rank	Bracket	Step 3
Detective C	91	Upon Appointment
Sergeant	92	Upon Civil Service Appointment
Detective B	92	Upon Appointment
Detective A	93	Upon Appointment
Lieutenant	94	Upon Civil Service Appointment
Captain	95	Upon Civil Service Appointment

Rank	Bracket	Step 4
Detective C	91	Upon completion of 1 year of service at Step 3.
Sergeant	92	Upon completion of 1 year of service at Step 3.
Detective B	92	Upon completion of 1 year of service at Step 3.
Detective A	93	Upon completion of 1 year of service at Step 3.

**(B) Pay Steps—Officers Ranks**

Rank	Bracket	Step 4
Lieutenant	94	Upon completion of 1 year of service at Step 3.

Captain

95

Upon completion of 1 year of service at Step 3.

**Section 4: (Longevity)**

The City agrees, in addition to salaries, to pay a longevity benefit to all ranks of police officers who are members of the Unit. Such payment shall be made at a rate of \$50.00 for each year beginning on the employee's third anniversary to be increased by the amount of \$50.00 per year for twenty-two (22) additional years, with a maximum of \$1,150.00. Said payments are to be made by adding the longevity payment to the twenty-six (26) bi-weekly paychecks in the following manner: When the anniversary falls during the month, the payment shall begin in the first full pay period of the following month. The following example is intended for illustrative purposes only: If an employee completes his third (3rd) year anniversary date during the month of March, the longevity payment would commence in the first full payroll period after April 1st.

**Section 5: (Pensions)**

(A) The City will provide coverage in the New York State Policemen's and Firemen's Pension System for the officers of the Unit in the following pension sections:

- (a) Section 375-C—Non-Contributory Plan
- (b) Section 384—25-Year Plan
- (c) Section 384-F-G-H—25-Year Plan
- (d) Section 384-D—20-Year Plan
- (e) Section 302-D—(One-Year Final Average pay base for pension)

- (f) Section 360-B—Guaranteed \$20,000 Ordinary Death Benefit (police officers with ninety (90) or more days of service)

- (g) Section 375-I

(B) These pension benefits, when they apply by proper enactment of the laws of the New York State Legislature:

- (a) Section 343-G—Limited Transfer Rights
- (b) Section 243—Military Law—Military Leave Reinstatement
- (c) Section 341-K—World War II Service Credits

**Section 6: (Shift Adjustment)**

Effective after the start of the first pay period commencing after July 1, 1981, members assigned to Platoons 1, 3 and 4 shall receive a 15¢ per hour adjustment for each scheduled hour during such shift. This adjustment shall not be part of a member's base salary.

#### **ARTICLE 4 PROFESSIONAL STANDARDS**

The Union recognizes the necessity of continuous improvement in efficiency and effectiveness throughout the employer's operations covered by this collective bargaining agreement and in this connection it will urge its representatives and members to cooperate jointly with the employer in accomplishing this result.

#### **ARTICLE 5 MERIT TESTING FOR INVESTIGATOR**

**Section 1: (Testing Procedure)**

Assignment of members within the rank of Police Officer to the departmentally designated position of Investigator will be based on merit testing. The testing procedures are to be conducted by the Rochester Police Department under the direction of the Chief of Police and will consist of performance evaluations, written examinations and oral interviews to create a rank standing. Assignment to the functions of Investigator will be made by the Chief of Police, in such numbers as he shall deem appropriate and necessary, by the selection of one of the three persons standing highest on the list of those persons who qualify for assignment as a result of such merit testing. The list of those eligible for assignment shall remain in effect for a maximum of three (3) years unless extended by mutual consent.

**Section 2: (Preference for Experience)**

If, after the merit testing procedure has been completed, two or more members receive equal rank standing, preference shall be given to the member with the longest seniority standing in a plainclothes assignment, provided, however, that the member was serving in a regular plainclothes capacity at the time of creation of the rank standings and that such assignment had been for a minimum of six continuous months prior thereto. In the event that the preference set forth in this Section is applicable, the member entitled to such preference shall be deemed to have a higher rank standing than any other member having an other-



wise equal rank standing. Except as provided in this Section, whenever two or more members receive equal rank standing, such members shall collectively constitute one "person" for purposes of assignment as provided in Section 1 of this Article.

#### **Section 3: (Compensation)**

Members assigned as Investigators in accordance with this Article shall be paid at Bracket 90, Step A. Upon the completion of one (1) full year of assignment as an Investigator, the member shall be paid at Bracket 90, Step B. No person who has not qualified for assignment as Investigator by successfully completing the merit testing procedure, and whose name does not appear on the list of those eligible for assignment, and who has not been duly assigned as an Investigator, all as provided in Section 1 of this Article, shall be entitled to, or shall be paid the salary rate provided for in Bracket 90, Steps A or B.

#### **Section 4: (Duration of Assignment)**

The assignment of Police Officers to duty as Investigators shall not create any rights of tenure. The Chief of Police shall have the sole power to assign Police Officers to duty as Investigators, as provided in this Article, and to reassign members from the duty of Investigators to other duties within the rank of Police Officer. Upon written request by the member reassigned, the member shall be entitled to an articulated explanation for such reassignment. Notwithstanding any provision of this Agreement, a reassignment of an Investigator to other duties within the rank of Police Officer shall not be deemed to be a

transfer. Notwithstanding Section 75 of the Civil Service Law, any other statute, this Agreement, or any Rule or Regulation of the Rochester Police Department or the City of Rochester, a reassignment of a member from duty as an Investigator to other duties within the rank of Police Officer shall not be deemed as discipline or a demotion. Any member reassigned from duty as an Investigator to other duties within the rank of Police Officer shall be compensated at the salary provided in Bracket 90, up to Step 4, applicable to a Police Officer with the member's length of service within that title.

#### **Section 5: (Temporary Assignments)**

In the event it becomes necessary, in the judgment of the Chief of Police, to make a temporary assignment to the duties of Investigator, such temporary assignment may be made pursuant to this Section. A temporary assignment made pursuant to this Section may not exceed thirty (30) calendar days. An assignment to duty as an Investigator which is expected to last more than thirty (30) calendar days, or which assignment in fact exceeds thirty (30) calendar days, may only be made in accordance with Section 1 of this Article. A temporary assignment to duty as an Investigator, not to exceed thirty (30) calendar days, may be made by the Chief of Police by the assignment of one of the three persons standing highest on the list of those persons who qualify for the assignment as a result of the merit testing procedure set forth in Section 1 of this Article who are regularly assigned to the Section in which the temporary assignment is to be made. In the event there are fewer than three persons within

the Section so eligible for such assignment, the Chief of Police, at his option, may assign one of the three persons standing highest on the list of those persons who qualify for the assignment as a result of the merit testing procedure set forth in Section 1 of this Article who are regularly assigned to the Platoon in which the temporary assignment is to be made. Nothing contained in this Section shall prevent the Chief of Police, at his option, from filling the temporary assignment by the selection of one of the three (3) persons standing highest on the entire list of those persons who qualify for the assignment as a result of the merit testing procedure set forth in Section 1 of this Article.

#### Section 6: (Current Assignments)

It is further agreed and understood by the parties that members presently assigned as Detective, Grades A, B or C and Plainclothesmen shall remain so assigned consistent with the Rules and Regulations of the Department in effect on July 1, 1974, to the extent that such assignments are lawful, and that such members shall be compensated at the salary appropriate to the Brackets set forth for such assignments in Article 3, Section 3, provided, however, that nothing in this Section shall prohibit or restrict the Chief of Police from assigning such members to other duties within the rank of Police Officer at the salary provided for such duties. Nothing in this Article shall be construed to compel those members described herein to participate in the merit testing procedures set forth in Section 1 of this Article as a prerequisite to retaining the assignments referred to in this Section. However, nothing in this Section shall

prevent members described herein from participating in the merit testing procedures set forth in Section 1 of this Article.

## ARTICLE 6 PAID HOLIDAYS

### Section 1: (Recognized Holidays)

A. The following eleven (11) days during the 1980-81 and 1981-82 contract years will be recognized as paid holidays. Holidays #1-4 will be paid in December, 1980 and December, 1981 as prescribed below.

Holidays #5-11 will be paid in the holiday payment that will be made in December, 1981 and the 1981-82 contract year payment as indicated below.

	Days Falling in 1980-81 Contract Yr. Paid In:	Days Falling in 1981-82 Contract Yr. Paid In:
1. Independence Day	Dec. 1980	Dec. 1981
2. Labor Day	Dec. 1980	Dec. 1981
3. Columbus Day	Dec. 1980	Dec. 1981
4. Thanksgiving Day	Dec. 1980	Dec. 1981
5. Christmas Day	Dec. 1981	Dec. 1982
6. New Year's Day	Dec. 1981	Dec. 1982
7. Washington's Birthday	Dec. 1981	Dec. 1982
8. Lincoln's Birthday	Dec. 1981	Dec. 1982
9. Good Friday	Dec. 1981	Dec. 1982

10. Easter Sunday	Dec. 1981	Dec. 1982
11. Police Memorial Day	Dec. 1981	Dec. 1982

B. If a holiday falls on a work day and the officer is granted the day off, the officer must use a vacation day or compensatory day on the holiday.

#### **Section 2: (Payment for Holidays)**

A police officer shall be paid for all paid holidays in the first pay day in December following the holiday period, provided, however, that if a police officer is employed for less than the full holiday period from Christmas to Thanksgiving, he shall be paid only for the number of holidays actually accrued during his period of employment.

### **ARTICLE 7 VETERANS BENEFITS**

#### **Section 1:**

Members of the unit who are veterans eligible for benefits provided in Section 63 of the Public Officers Law shall receive the benefits as provided therein or cash equivalent thereof.

#### **Section 2:**

Any such veteran scheduled to work either Memorial Day or Veteran's Day but who is on authorized furlough or sick leave as a result of service-connected injury shall be entitled to receive the benefits therein except that any member who was not scheduled to work on Memorial Day or Veteran's Day, as defined by departmental

time keeping standards, shall not be entitled to benefits under this section.

#### **Section 3:**

Memorial Day shall be observed on May 30 and Veterans Day shall be observed on November 11, or such other dates as prescribed in Section 24 of the General Construction Law.

### **ARTICLE 8 SICK LEAVE**

#### **Section 1: (Statement of Purpose)**

This article establishes sick leave benefits for the members of the bargaining unit. Procedures implementing these benefits will be covered in General Order 74-5.

Subjects in this General Order, which cover terms and conditions of employment, may be changed pursuant to Article 30, Section 4.

#### **Section 2: (Eligibility)**

A member of the department will be eligible for sick leave only when suffering from an illness or injury that would prevent the performance of duty. He will not feign sickness or injury; nor will he deceive or attempt to deceive any physician, surgeon commanding officer or other competent authority concerning his physical condition.

#### **Section 3: (Bills for Service)**

Bills for professional service by private medical or surgical specialists rendered to members injured on duty or while on police department premises will be paid from City funds in the event

that the Police Surgeon is unable to personally provide the service, provided that the private medical or surgical specialist has been approved for that purpose by the Police Chief. This provision will not apply to necessary first aid or emergency services rendered in cases of injury in line of duty. Eligibility for the benefits described above shall initially be determined solely by the Chief of Police. The decision of the Chief of Police shall be subject to the provisions of Article 27.

#### **Section 4: (Discontinued Tours)**

When a member discontinues his tour of duty due to injury or illness, he will be on sick leave and will be subject to all the regulations of this sick leave article and applicable general orders. The member must report sick, as required, if he wishes to use sick leave on working days subsequent to this discontinued day. However, discontinued days will not be counted as absence from duty in determining loss of personal leave day or furlough due to absences as a result of injury or illness.

#### **Section 5: (Sick Leave Allowance)**

A member of the Department may be permitted up to six calendar months of continual sick leave for any illness or injury not sustained in the line of duty. If unable to return to duty after this period, his case will be reviewed by the Chief and one of the following determinations will be made:

1. Temporary termination from the payroll with reinstatement rights at any time within one year.
2. Retirement from active service if so entitled.

3. Dismissal from the department.
4. An extension of sick leave.

Prior to making his determination, the Chief will obtain a written report from the Police Physician which shall include the report, if any, of the member's personal physician.

#### **Section 6: (Obligation of Officer on Sick Leave to Remain at Home or in Place of Confinement)**

Unless authorized by his immediate commanding officer, or his designated representative, a member of the Department on sick leave will not leave his residence or place of confinement except for:

1. obtaining professional medical treatment.
2. performing exercise prescribed in writing by his physician which is part of his recovery treatment, a copy of which must be submitted to his Commanding Officer prior to commencing such exercise.

The Commanding Officer's decision may be appealed to high command or ultimately to Chief of Police in consultation with the member's physician.

### **ARTICLE 9 PERSONAL LEAVE FOR PERFECT ATTENDANCE**

Employees covered by this Agreement will earn one (1) day of personal leave for each 90 days of perfect attendance. Any personal leave earned according to this Article shall be credited within 48

hours from when it was earned. The employee may use such leave for any purpose subject to advance approval of his absence. The employee may accumulate up to four (4) days of personal leave for this purpose, which may be carried across contract or fiscal years, provided that the four (4) day maximum is not exceeded.

## **ARTICLE 10 FURLOUGHES**

### **Section 1: (Statement of Purpose)**

This article establishes vacation benefits for the members of the bargaining unit. Procedures implementing these benefits will be covered in General Order 74-6.

Subjects in this General Order, which cover terms and conditions of employment, may be changed pursuant to Article 30, Section 4.

### **Section 2: (Emergency Situations)**

In the event the Chief determines that a serious emergency exists, he may cancel or terminate furloughs, provided, however, that he first exhausts all additional manpower available through call-in procedures. In the event of a declared emergency, the Chief may terminate or cancel furloughs immediately.

### **Section 3: (Choice and Retention of Furloughs)**

Choice of furlough dates will be based on seniority as defined in Article 22. A member who has chosen his furlough will not lose his choice by reason of transfer. Furloughs may be chosen during any period of the year within the limitations set forth in Section 2 above.

### **Section 4: (Vacation Allowance)**

The City will grant vacation based on the number of years of service completed at the beginning of the calendar year as follows:

### **Number of Years of Service Completed as of January 1 of the Calendar Year; and Yearly Vacation Allowance:**

1. 6 months but less than one year of service; 1 day per month (not to exceed 10 days)
2. 1 year through 3 complete years; 12 days
3. 4 years through 8 complete years; 16 days.
4. 9 years through 14 complete years; 18 days.
5. 15 years through 19 complete years; 20 days.
6. 20 and more complete years; 25 days.

All vacation days are working days and do not include R days.

## **ARTICLE 11 HOSPITAL AND SURGICAL INSURANCE AND DEATH BENEFITS**

### **Section 1: (Blue Cross/Blue Shield)**

Employees will be provided with the basic Blue Cross/Blue Shield Plan plus the Blue Million Rider. Additional riders shall be \$2.00 deductible prescription rider and the 80/20 X-Ray Blue Shield Rider.

The City agrees to provide coverage comparable to the prior 120-Day Maternity Service Rider and the Paid-in-Full Obstetrical Service Rider for members of the unit.

A ceiling is imposed upon the employer's contribution at a level of \$31.99 per month for a single policy and \$74.26 per month for a family policy. Future premium increases over those established ceilings will be absorbed by the employee on a payroll deduction basis.

**Section 2: (Life Insurance)**

A life insurance policy of a minimum of \$2,500.00 shall be provided by the City. The City agrees to pay the full premium of an ordinary death insurance policy of \$2,500.00 for all members of the unit who may hereafter retire from service. The effective date of the coverage shall be the first day of the month following the date of employment.

**Section 3: (Death Benefit)**

An additional \$10,000 accidental service connected death benefit insurance policy shall be provided by the City. The City shall attempt to provide a means that a beneficiary can be designated by the member of the unit.

**Section 4: (Dental Plan)**

The Dental Plan shall be the GHI (M-1 Plan) with the employer's contribution to be capped at \$4.10 per month for individual coverage and \$17.31 per month for family coverage with any increases above this level to be absorbed by the employee on a payroll deduction basis. The dental benefit shall be non-contributory for members enrolling in the single (non-family) plan. Members electing coverage in the family plan shall contribute 25% of the premium cost for the family plan and the City shall contribute 75% of the premium cost for the family plan.

**Section 5: (Coverage for Retirees)**

1. The City will provide hospitalization and medical insurance to qualified employees who retire under the New York State Policemen's and Firemen's Retirement System. In order to qualify for the benefits set forth in this section, employees must meet both of the following conditions:

- a. The employee must retire directly into and/or under the New York State Policemen's and Firemen's Retirement System from active, full-time employment with the City and receive a pension therefrom, and
- b. The employee must have served a minimum of twenty (20) years of active full-time employment with the City immediately preceding retirement into and/or under the New York State Policemen's and Firemen's Retirement System. The required minimum period of time set forth in this paragraph will be waived in the event the employee is granted and receives a New York State Policemen's and Firemen's Retirement System disability retirement.

2. Qualified employees, as defined in subdivision 1 of this section, who retire on or after July 1, 1980, shall receive family or single hospitalization and medical insurance benefits and at the contribution levels, all as set forth for active fulltime employees in section 1 of this Article.

*\$1.19/day*

**ARTICLE 12  
CLOTHING ALLOWANCE**

**Section 1: (Payments)**

Officers performing plainclothes duties shall be paid an annual \$300 clothing allowance, this allowance to be figured on a per diem basis. Payments shall be made in the last payroll period of June and December of each year to all members who performed plainclothes duties during any part of the preceding six (6) months.

**Section 2: (Payment for Terminated or Retired Members)**

Members who are terminated or who retire before one of the semi-annual payments outlined above will receive the clothing allowance which they are due in their final paycheck.

**Section 3: (Safety Prescription Glasses)**

(A) The City will provide for and replace safety prescription eye wear when the member presents a prescription for eye wear. All safety prescription eye wear shall conform to ANS-Z 87.1 and O.S.H.A. standards.

(B) Members of the unit will be permitted to purchase safety glasses in frames other than the standard frame provided, however, the member shall pay the difference between the cost of the standard frame and the approved frame he chooses.

(C) The Chief will designate on or before August 31, 1980 the frame styles which are consistent with the image of the Rochester Police Department.

(D) The minimum number of approved styles will be six (6).

**Section 4: (Mileage Allowance)**

The City shall pay mileage allowance where the use of a members privately-owned automobile is absolutely necessary for the conduct of the City's business and of benefit to the City to carry out duties and functions of the City and where such use has been ordered.

**ARTICLE 13  
CLOTHING BOARD**

**Section 1: (Representation)**

The parties will establish a joint labor-management clothing board with equal representation. Total membership on the board will be no less than six (6) and no more than ten (10).

**Section 2: (Consultation and Recommendation)**

The Chief of Police will consult with the Board before making decisions relative to clothing and personal equipment issued to members of the unit. The board may make recommendations to the Chief on matters relating to clothing and personal equipment.

**Section 3: (Meetings)**

Both parties to this agreement may request meetings of the Clothing Board to discuss pertinent issues coming under the review of the Board.

## **ARTICLE 14 EDUCATIONAL BENEFITS**

### **Section 1: (Payment for Courses)**

The City agrees to pay the full cost of all tuition and books to all police officers successfully completing a police-work-related course within the period of this contract leading to an Associate's Degree, Baccalaureate Degree, or Master's Degree in Police Science or Criminal Justice from an accredited institution. Courses required for such degree programs shall be deemed to be police-work-related. Electives may be deemed to be police-work-related with the prior approval of the Police Chief. If a disagreement should arise over electives, the matter shall be resolved by the Labor-Management Committee.

Payment shall be made as per the following schedule:

- (A) One-half ( $\frac{1}{2}$ ) of all expenses mentioned above upon presentation of evidence of successful completion of individual courses.
- (B) All such expenses previously not reimbursed shall be paid in lump sum upon completion of two (2) years continuous service from the date of receipt of such degree.

### **Section 2: (Educational Incentives)**

The City agrees to provide an educational salary benefit of 5% of the officer's base pay to qualified police personnel and employed recruits starting on the next full payroll period following their successful completion of the receipt of an

Associate's Degree in Police Science, or  $6\frac{1}{2}\%$  of the member's base pay upon receipt of a Baccalaureate Degree or high degree in any subject. Effective April 18, 1979 persons entering the ranks of the Police Department shall not be entitled to educational incentives. Also, police officers who are currently members of the force who have not matriculated into a Police Science program prior to June 30, 1984 shall not be eligible for educational incentives.

### **Section 3: (Federal or State Programs)**

If Federal or State programs exist to pay all or a portion of the educational costs referred to in Section 1, the City will decrease its share appropriately so that 100% of the direct educational costs are paid.

### **Section 4: (Proportional Payment)**

The City will pay 50% of the direct educational costs incurred in obtaining a Baccalaureate Degree in accordance with existing City Administrative Regulations. If the individual receives Veteran's Administration payments, the City will pay 50% of the direct educational expenses, or the difference between the Veteran's Administration payments and the total cost, whichever is less.

## **ARTICLE 15 OVERTIME**

### **Section 1: (Overtime Computation)**

(A) Time-and-one-half shall be paid for all overtime worked over the normal average work schedule in effect.



(B) Roll Call: Members shall attend Roll Call during the 15 minutes immediately preceding their scheduled daily tour and will not be dispatched to perform other Police functions during such roll call time unless paid in accordance with Article 15, Section 1 (A).

**Section 2: (Call Backs to Duty)**

On all call backs to any emergency authorized by the City Manager, Chief of Police, or his authorized representative, a minimum guarantee of four (4) hours pay computed at the time-and-one-half rate, shall be paid.

**Section 3: (Court and Training Time)**

(A) All members who are required to report to City, County, Family, Supreme or Federal Court, Grand Jury Proceedings, Internal Investigation Section interviews, District Attorney interviews, Corporation Counsel interviews, or quasi-judicial administrative agencies during off duty hours as a result of the performance of their official duties shall be compensated at straight time with a minimum of three (3) hours. However, if such off duty time is contiguous to and within two (2) hours of the employee's regular tour of duty, the employee shall be paid in accordance with Section 1 of this article.

(B) All members who are required to report to In-Service Training scheduled on off duty hours shall be compensated at straight time with a minimum of three (3) hours.

(C) All members who are required to transfer evidence during non-duty hours shall be paid a minimum of two (2) hours at straight time.

**Section 4: (Members' Option on Compensatory Time)**

Members of the bargaining unit will have the option of accruing compensatory time in lieu of overtime payment, provided, however, that no member will be credited with compensatory time in excess of 240 hours. Compensatory time will be earned and computed at the same rate as is overtime pay.

**ARTICLE 16  
LEAVE DUE TO DEATH IN FAMILY**

**Section 1: (Immediate Family)**

Members shall be granted leave with pay for the death of a wife, husband, child, father, mother, brother or sister, father-in-law or mother-in-law, grandmother, grandfather, grandchild, legal guardian or any relative residing in the household. Said leave shall be from the time it is granted until the day after the funeral when the police officer shall report for duty, except that any officers working first platoon will report to duty at their regular scheduled time the night of the day following the burial.

**Section 2: (Other Relatives)**

Members may be granted up to one (1) day for the death of a brother-in-law or sister-in-law or a blood relative not included in Section (1) above.

**Section 3: (Regular Days Off)**

If regular days off fall within the permitted leave time for a death in the family or if the police officer involved is on furlough at the time of the

death in the family, no additional days off will be granted due to the death.

**Section 4: (Official Notice)**

Official notice of death shall be furnished to the employer by the employee, upon request.

**ARTICLE 17  
CALCULATION OF  
ECONOMIC BENEFITS**

**Section 1: (Calculation Rate)**

Holiday pay, vacation pay, sick leave pay, assignment pay, absence pay, or loss of pay shall be calculated at the rate of 1/10th of the bi-weekly salary rate for each day thereof. Holiday pay shall be based upon the step and bracket of the employee at the time of each holiday, not upon the step and bracket at the time of payment.

**Section 2: (Severance Pay—Terminal Pay)**

(A) In the event that a member of the Unit retires, dies or otherwise terminates service with the City of Rochester, Severance Pay (Terminal Pay) shall be paid for all unused Vacation time and all accrued Overtime (Compensatory Time) in accordance with the City of Rochester Administrative Policy 4319, as promulgated by the City Manager. Overtime (Compensatory Time) shall not exceed thirty (30) days. Unused Vacation shall not exceed forty (40) days.

(B) Payment shall be made upon retirement, death, or other termination of services for all accrued holiday time.

**ARTICLE 18  
WORK SCHEDULE**

**Section 1: (Work Week)**

The work schedule in effect for the term of this contract will be as follows:

(A) During the period July 1, 1980 through June 30, 1981, members working assignments on a 5-2, 4-2 work wheel will continue to work a 5-2, 4-2 work wheel.

(B) During the period July 1, 1981 through June 30, 1982, members working assignments formerly on a 5-2, 4-2 work wheel will work a 5-2, 4-2, 4-2 wheel.

(C) Notwithstanding any provision of this section, members working assignments on a 5-2 work schedule will continue to work a 5-2 work schedule.

**Section 2: (Split Shifts)**

(A) Except in serious or emergency situations, as declared by the Chief of Police or his authorized representative, there shall be no split shifts. However, split shifts can be volunteered to by members and/or mutually agreed to between members and their commanding officer.

(B) It is understood and agreed upon between the parties that Section 2(A) above shall not apply to the police officers assigned to the Special Criminal Investigation Section. Split shifts shall not be used mainly for the avoidance of the payment of overtime.

## ARTICLE 19 TRANSFERS

### Section 1: (Definitions)

#### (A) Transfers

1. A transfer shall be defined as the change of assignment from one section to another section, or from one division to another division. Changes of assignment made within the Criminal Investigation Division or the Special Criminal Investigation Section will not be considered transfers.

2. A permanent change in platoon assignment shall be considered a transfer when it exceeds 60 days in duration.

(B) A temporary assignment shall not be for more than 60 days in duration at which time it shall become a change of assignment subject to this Article.

### Section 2: (Posting of New Positions and Vacancies)

(A) The Chief of Police shall maintain the right to make an involuntary transfer under mitigating circumstances.

(B) Whenever the City desires to permanently fill a new position or vacancy within the bargaining unit, notice will be made by teletype and/or Daily Bulletin and posted to inform members for a period of fifteen calendar days. New positions or vacancies shall be filled as provided in Section 4 of this Article. No new positions or vacancies shall be filled during the 15-day posting period, except on an acting basis when necessary because of emergency. All announcements of new positions

or vacancies will include a list of the qualifications and criteria established for the position by the Chief of Police, unless delegated to a Deputy Chief or Major. Nothing in this Section or Article shall be construed as requiring the filling of new positions or vacancies.

### Section 3: (Transfer Requests)

(A) Members may indicate their interest in transferring to one of the new positions or vacancies posted pursuant to Section 2 of this Article. Transfer requests will be considered Department wide.

(B) Any member who requested a transfer and was not selected, or any member transferred without request, may address a written request to the command responsible for the final selection for an articulated explanation.

### Section 4: (Qualifications for Transfers)

(A) The establishment of qualifications and criteria for assignments and the transfer of members shall be solely the responsibility of the Chief of Police unless delegated to a Deputy Chief or Major.

(B) When filling new positions or vacancies posted pursuant to Section 2 of this Article, the Chief of Police or his designated representative shall make a selection from among those members who have requested the transfer, pursuant to Section 3(A) of this Article, and who meet the qualifications and criteria set forth for the position, pursuant to Section 4(A) of this Article. If, in the judgment of the Chief of Police or his designated representative, two or more of the

most qualified candidates are equal based on the qualifications and criteria established for the position, preference shall be given to the member who has the greatest amount of Department seniority as defined in Article 22 of this Agreement. In the absence of a written request for transfer, the transfer shall be made at the discretion of the Chief of Police.

**Section 5: (Grievability)**

The implementation of the provisions of this Article will be subject to the grievance procedure, as provided in Article 27. Decisions of the Chief of Police or his designated representative pursuant to Section 4 of this Article will be grievable if the member feels the decision was made in an arbitrary or capricious manner.

**Section 6: (Maintenance of Seniority)**

When a police officer is reassigned or transferred, there shall be no loss of seniority.

**Section 7: (Frozen Assignments)**

Possession of a particular skill or aptitude by an individual will not be used to arbitrarily freeze him in a position.

**ARTICLE 20  
DISCIPLINE**

**Section 1: (Departmental Investigations)**

Whenever an allegation that a Unit member acted contrary to departmental rules and regulations or general orders is investigated by the Internal Investigation Section (I.I.S.) of the Rochester Police Department, the following shall apply:

1. A member of the Unit subject to such investigation by I.I.S. shall be informed of the nature of the investigation prior to questioning by I.I.S. Unless the nature of the investigation requires immediate attention, the member shall be given at least 48 hours advance notice.

2. A member of the unit shall have made available to him/her all reports which he/she has submitted regarding said investigation.

3. A member of the unit shall have the right to representation by an attorney of his/her choice and/or a representative of the Club at all stages of the investigation conducted by I.I.S.

4. A member of the Unit subject to such investigation by I.I.S. shall have a right to a copy of any statement he shall make to I.I.S. free of charge, provided such statement is reduced to writing.

5. A member of the bargaining unit shall have the right to electronically or otherwise record any and all statements he/she gives to I.I.S.

6. A member of the Unit subject to such investigation by I.I.S. shall not be subject to any offensive language nor, except as otherwise provided herein, shall he be threatened with transfer, dismissal, or any other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein contained shall be construed as to prohibit the Police Department from instructing the member that his failure or refusal to answer any questions can become the subject of disciplinary action itself resulting in disciplinary punishment.

7. A member of the Unit subject to such investigation by I.I.S. shall suffer no reprisals, directly or indirectly, for exercising his rights under this section.

8. Prior to the filing of Departmental Charges, the unit member shall be afforded an opportunity to be heard.

9. A member of the unit will be tendered a copy of any warning, reprimand, or memorandum entered in his/her personal folder.

## **ARTICLE 21 MEMBERS RIGHTS**

### **Section 1: (Access to Personnel File)**

Members shall, after requesting in writing, be permitted to review his/her own personnel file, that is maintained in the Police Chief's office, in the presence of an appropriate official of the Department. Only complainants' names and addresses and reference sources shall be deleted from said file when it is so deemed necessary. Requests for such viewing must be honored within fifteen (15) days of such request.

## **ARTICLE 22 SENIORITY**

### **Section 1: (Police Officers)**

Employees' seniority shall be based upon:

- (a) Date of appointment as a member of the Rochester Police Department, and
- (b) Position on Civil Service list.

### **Section 2: (Commanding Officers)**

Commanding officers of the department shall determine their seniority according to:

- (a) Date of promotion into rank, and
- (b) Position on the Civil Service lists.

### **Section 3: (Current List)**

Current seniority employment lists in each rank, by name and date of appointment to the Rochester Police Department, shall be made available for inspection. The list shall be updated every four months.

## **ARTICLE 23 OUT-OF-TITLE WORK**

### **Section 1: (Compensation)**

When a member of the unit is assigned by competent authority to work out-of-title at a rank higher than his regular rank, he shall be compensated for working in the position for the time worked on a "per diem" basis which shall reflect the difference between his regular salary and the salary which he would receive if promoted regularly to the higher title. The subject of excessive out-of-title work is a valid labor management discussion item.

### **Section 2: (Method of Payment)**

Payment for out-of-title work shall be made in the payroll period following the payroll period in which the out-of-title work was actually worked.

### **Section 3: (Selection for Out-of-Title Work)**

- (A) Officers shall be assigned to out-of-title

work within the Section, Unit and Platoon by the Police Chief or Commanding Officer by utilizing the following criteria: position on current promotional list, work experience and quality of work.

(B) If work experience and quality of work are equal in the judgment of the Police Chief or Commanding Officer, preference will be given to the officer highest on the promotional list or, in the absence of a promotional list, seniority will replace position on the promotional list placement.

## **ARTICLE 24 CIVIL SERVICE PROCEDURE**

### **Section 1: (Duration)**

A promotional list shall be only for a period of two (2) years. The City agrees not to request the Civil Service Commission to extend the two-year limit.

### **Section 2: (Scheduling of Tests)**

The City agrees to request the Civil Service Commission to adopt a policy of holding promotional examinations within fourteen (14) days after the expiration of the existing promotional lists.

### **Section 3: (Preparation of Tests)**

The City will request the Civil Service Commission to prepare promotional examinations sixty (60) days prior to the expiration date of existing promotional lists.

### **Section 4: (Physical Standards)**

The City agrees to request the Civil Service

Commission to publish physical standards for appointment and promotion.

### **Section 5: (Standards)**

The City and the Club agree to maintain minimum standards and qualifications in accordance with the Civil Service Law and the Municipal Police Training Council for the appointment of Police Officers.

### **Section 6: (Promotional Vacancies)**

The City agrees to forward a list of promotional vacancies to the Club within fifteen (15) days of their occurrence. This notice will clearly state the date which the vacancy will occur.

## **ARTICLE 25 LEAVES OF ABSENCE**

### **Section 1: (Leave of Absence Without Pay)**

Leave of absence without pay up to the time limitations of the New York State Civil Service Law in effect at the time may be obtained subject to the approval of the Police Chief.

An employee on an unpaid leave of absence shall notify the Police Chief at least two (2) weeks in advance on his intent to return to active duty. Failure to give such notice will result in termination of employment.

### **Section 2: (Educational Leave)**

A leave of absence with or without pay may be obtained as an educational leave subject to the approval of the Police Chief and written approval of the City Manager if such is for the purpose of

acquiring educational training which will increase the efficiency and usefulness of the employee to the Police Department.

**Section 3: (Unapproved Leave of Absence)**

Leaves of absence other than those provided by Sections 1 and 2 above will not be granted and will result in termination of service.

**ARTICLE 26  
RELEASE FOR CLUB BUSINESS  
AND USE OF ALL BULLETIN BOARDS  
AND DAILY REPORTS**

**Section 1: (Bulletin Boards and Daily Report)**

It is agreed that the Club may use all official police bulletin boards for the purpose of posting Club notices to Club members, provided that such notices shall be clearly identified as Club notices. The Daily Report may also be used for this purpose.

**Section 2: (Release Time for Club President)**

The City agrees to place the Club President on full detached duty with full pay during his term of office to investigate and process grievances, attend labor-management meetings and attend Club meetings for the members of the Police Bargaining Unit.

**Section 3: (Release Time for the State P.B.A. Convention)**

The City will give release time with pay for a maximum of four (4) days, not to exceed eight (8) delegates once a year, to those members designated by the Club to attend the State P.B.A. Convention.

**Section 4: (Release Time for Regular and Special Club Meetings)**

The City will give release time with pay, not to exceed five (5) members (including all Club officers on release time), to those members designated by the Club to attend regular and special Club meetings.

**Section 5: (Release Time for Negotiation Committee)**

The City will give release time with pay, not to exceed seven (7) representatives at any one time, to those members designated by the Club to participate as the negotiating committee.

**Section 6: (Release Time for Election Commissioners)**

The City will give release time with pay, not to exceed three (3) members, to those police officers who serve as election commissioners of the Locust Club on the day of the Locust Club election or Special Elections.

**Section 7: (Designation of Club Representatives)**

Officers, delegates and Locust Club Representatives who are to be granted leave for Club Business as set forth above, without loss of pay, are and shall be those officially elected to such position by members of the Police Locust Club, Inc. Except that for purposes of Section 5 above, non-elected members of the Police Locust Club, Inc. who are officially designated by the officers of the Club as members of the Police Locust Club Negotiating Committee, shall be granted leave for negotiations without loss of pay.

**Section 8: (Executive Board Members)**

The City will give release time with pay for up to twelve (12) Executive Board members to attend regular Executive Board meetings once a month for a maximum of two (2) hours a meeting.

**ARTICLE 27  
CONTRACT ADMINISTRATION**

**Section 1: (Definition)**

(A) Grievance—The term "grievance" shall be defined as a dispute between the parties to this agreement, involving the interpretation or application of any provisions of this agreement.

(B) Days—The term "days" when used in this article shall, except where otherwise indicated, mean working days on a Monday through Friday basis.

**Section 2: (Procedure)**

(A) It is important that grievances be processed as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed, the time limits given below may be extended.

(B) Failure at any step of this procedure to communicate to the Club the decision on a grievance within the specified time limits shall permit the Club to proceed to the next step of the grievance procedure. Failure to announce an appeal of a grievance to the next step within the specified time limits shall terminate the grievance.

(C) In case of a Group, Policy or organization type grievance, the grievance may be submitted at Step B by the Club representative.

(D) The time limitations set forth in Section 3 of this Article may be extended by the mutual consent of the Club President or designee and the Chief of Police or Manager of Labor Relations.

**Section 3: (Grievance Steps)**

In the event of a grievance as defined in Section 1 of this Article, either party shall have the right to resolve the grievance in the following manner:

**Step A:**

A club representative, with or without the aggrieved member, shall present the grievance orally to the Immediate Supervisor and the Commanding Officer of the aggrieved within fifteen (15) working days. An oral decision by the Commanding Officer must be presented to the Club representative within three (3) working days of receipt of the oral grievance. No resolution of a grievance at this step shall constitute a binding precedent.

**Step B:**

If not resolved at Step A and within five (5) working days of the receipt of the oral decision, the Club President or designee, with or without the aggrieved member, shall present a written grievance, which shall contain the oral decision, to the Chief of Police or his officially designated representative who shall, within five (5) working days, discuss the grievance with the Club President or his designee and who shall, within ten (10) working days of the receipt of



the written grievance, forward his written decision concerning the grievance to the Club President or his designee.

**Step C:**

If Step B fails to produce a settlement, a written record of the dispute by either party, together with the Chief's written decision, shall be forwarded to the Manager of Labor Relations within five (5) working days after the receipt of the Chief's written decision. Upon receipt of the written record of the dispute together with a copy of the Chief's written decision, the Manager of Labor Relations shall, within five (5) working days, discuss the grievance with the Club's President or designee and shall within ten (10) working days of the receipt of the written record of the dispute and the Chief's written decision, forward his written decision to the Club President.

**Step D:**

If Step C fails to produce a settlement of the dispute, either the Club or the City may take the dispute to arbitration upon service of written notice to the other party of its intention to do so. This notice shall be served within ten (10) calendar days from the conclusion of Step C. Otherwise, the right of arbitration of such dispute shall be deemed waived and the grievance shall be considered closed with no further appeal.

**Section 4: (Arbitration Procedure)**

(A) All arbitration proceedings shall be conducted by an arbitrator selected in accordance

with the Rules of Procedure of the New York State Public Employment Relations Board.

(B) Decisions of the arbitrator shall be final and binding on the Club, the City and any grievant, provided said decision is within the scope of his authority and the constraints established by this Section. The Arbitrator shall have no authority or power to render a decision or award inconsistent with Statutory or Appellate decisional law.

(C) The selected arbitrator shall hear the matter promptly and will issue his decision not later than thirty (30) calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator.

(D) The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.

(E) The authority of the arbitrator shall be limited to matters of interpretation or application of the express provisions of this Agreement and the arbitrator shall have no power or authority to alter, add to or subtract from, or otherwise modify the terms of this Agreement as written. The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority or power to determine any other issues not submitted to him. He shall confine his decision and award solely to the interpretation and application of this Agreement.

(F) Expenses for the arbitrator's services and the proceedings shall be borne equally by the

Employer and the Club. However, each party shall be responsible for compensating its own witnesses. If either party desires a transcript of the proceedings it may cause the transcript to be made, provided it pays for the transcript and makes a copy available without charge to the arbitrator and the other party.

## **ARTICLE 28 GRIEVANCE COMMITTEE AND REPRESENTATION**

### **Section 1: (Club Representatives)**

The Club may have a duly elected Grievance Representative in each of the following Units, Sections and Divisions of the Rochester Police Department: Sections 1-7, Criminal Investigation Division, Headquarters Section, Traffic Section, Tactical Section, Special Criminal Investigation Section, and any others selected by the membership of the Club at an annual election; except that at no time shall the number of duly elected grievance representatives exceed twelve (12). The City will be provided with a current list of these representatives at all times. In the event of the absence of a particular Grievance Representative, the Club may appoint an alternate in the event a grievance arises.

### **Section 2: (Representative Pursuance)**

A representative or alternate will be permitted to leave his work in pursuance of a grievance, conditions permitting, as determined by the representative's commanding officer, during the representative's regular working hours. If the

representative's commanding officer determines that conditions do not permit absence during that representative's regular working hours, the grievance shall be pursued upon completion of the representative's tour of duty.

### **Section 3: (Release from Assignment)**

For the purpose of handling grievances as provided in the Grievance Procedure, the representative will record his time and specify to his immediate superior the purpose of his activity before he leaves his assignment. Upon entering the area of another commanding officer, he shall notify that commanding officer of his presence and purpose.

### **Section 4: (Restriction)**

While on leave of absence or sickness, no member of the Club may function as a representative.

### **Section 5: (Representative with Grievance)**

Any representative having an individual grievance in connection with his own work may ask for an officer of the Club to assist him in adjusting the grievance with the commanding officer.

## **ARTICLE 29 POLICE LABOR-MANAGEMENT COMMITTEE**

A Police Labor-Management Committee shall be established for the purpose of discussing at mutually agreeable times matters of mutual concern, but not to include amendment of this Agreement. This Committee shall be limited to no more than four (4) members of the Police Locust Club,

one of whom shall be the Locust Club President, and four (4) management members, one of whom shall be the Manager of Labor Relations. The Committee shall meet at the call of the Manager of Labor Relations or the Locust Club President.

Any expenses pursuant to said meetings shall be equally borne by the parties to this Agreement.

### **ARTICLE 30 GENERAL PROVISIONS**

#### **Section 1: (Applicable Laws)**

It is understood and agreed by both parties that the benefits conferred by this agreement are subject to the applicable provisions of Law and to the appropriation of funds by the City Council.

#### **Section 2: (Savings Clause)**

This agreement and all provisions herein are subject to all applicable laws, and in the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect as if the invalid or illegal provision had not been a part of this Agreement.

#### **Section 3: (Contract Modification)**

No amendment or alteration of this Agreement shall be binding unless it is in writing and signed by the City Manager or his representative and by a duly authorized representative of the Locust Club, Inc., as determined by the by-laws of the Locust Club.

#### **Section 4: (Changes in Rules, Regulations and General Orders)**

All Rules, Regulations and General Orders of the department pertaining to terms and conditions of employment shall be changed through the process of collective negotiations. In the event the City desires to change such a rule, regulation, or general order, it shall give notice thereof to the Club. The parties shall thereafter negotiate collectively over such proposed change(s). If, as a result of collective negotiations, the parties arrive at impasse, the Chief of Police may make such change(s) in the rules, regulations, and general orders of the department. This procedure shall not be used to amend, delete, modify or change any provision expressly set forth in the Master Agreement between the parties.

#### **Section 5: (Printing of Contract)**

The cost of printing this Agreement in booklet form in the number of 800 copies and at a cost not to exceed \$1,500 shall be borne equally by the City and the Union. Such printing shall be done by a Union print shop having a Union label. This provision shall not apply if the City's share of the printing costs exceeds the limit at which the City must solicit bids for the work to be performed pursuant to the New York State General Municipal Law.

#### **Section 6: (Police Vehicles)**

Police vehicles will be kept in good appearance and mechanical condition.

#### **Section 7: (Lounge)**

The City will continue to provide a police offi-

cers' lounge in the Public Safety Building for members of the Unit subpoenaed to Court.

**Section 8: (Defense and Indemnification of Police Officers)**

(A) The City shall pay reasonable and necessary attorney's fees at rates prevailing in the local legal community, disbursements and litigation expenses incurred by a police officer in his defense in a criminal proceeding in a state or federal court arising out of any alleged act or omission that occurred or allegedly occurred while the employee was exercising or performing or in good faith purporting to exercise or perform his powers and duties. The police officer shall be entitled to private counsel of his own choice, except that the Corporation Counsel may require that appropriate groups of police officers be represented by the same private counsel. This duty to pay for a defense in a criminal proceeding shall arise only upon the complete acquittal of a police officer or the dismissal of all criminal charges against him; this duty shall not extend to grand jury proceedings. Attorney's fees, disbursements and litigation expenses shall be submitted by the attorney within 30 days after acquittal or dismissal to the Corporation Counsel in the manner and form required by him, and shall be reviewed and approved by him prior to payment.

(B) The City shall provide for the defense of a police officer in any civil action or proceeding before any state or federal court or administrative agency arising out of any alleged act or omission that occurred or allegedly occurred while the police officer was exercising or performing or in

good faith purporting to exercise or perform his powers and duties. This duty to provide for a defense shall not arise where the action or proceeding is brought by or at the behest of the City itself unless the police officer is successful in such action or proceeding.

(C) The Corporation Counsel shall defend, or may employ special counsel to defend, the police officer in any civil action or proceeding unless the Corporation Counsel determines that a conflict of interest exists or may arise in which case the police officer shall be entitled to private counsel of his choice, except that the Corporation Counsel may require that appropriate groups of police officers be represented by the same private counsel. If special counsel is employed, or a police officer is represented by private counsel, the City shall pay reasonable and necessary attorney's fees at rates prevailing in the local legal community, disbursements, and litigation expenses incurred by a police officer in his defense. Attorney's fees, disbursements and litigation expenses shall be submitted by the attorney promptly after the end of each month to the Corporation Counsel, in the manner and form required by him, and shall be reviewed and approved by him prior to payment.

(D) The City shall indemnify and save harmless a police officer in the amount of any judgment obtained against the police officer in a state or federal court or administrative agency, or in the amount of any settlement of a claim, provided that the act or omission occurred while the police officer was exercising or performing or in good faith purporting to exercise or perform his

powers and duties. This duty to indemnify and save harmless shall not arise where the injury or damage resulted from intentional unlawful activity on the part of the police officer; nor shall it arise where a judgment is obtained or a claim settled as a result of an action or proceeding brought by or at the behest of the City itself; nor shall it arise with respect to non-automatic punitive or exemplary damages, fines or penalties.

(E) The duties to pay for or to provide a defense and to indemnify and save harmless shall be conditioned upon (a) delivery by a police officer to the Corporation Counsel of any notice, summons, complaint or any other legal process within three (3) business days after he is served with such document, and (b) the good faith cooperation of a police officer in the defense of any action or proceeding against him or against the City based upon his alleged acts or omissions, and in the taking of any appeals.

(F) Any dispute arising under this section shall be submitted to a Justice of the Supreme Court for resolution.

**Section 9: (Entire Agreement)**

This Agreement, upon execution, unless expressly stated to the contrary herein, constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any

subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Club, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter without mutual consent even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

**ARTICLE 31  
PUBLIC EMPLOYEES FAIR  
EMPLOYMENT ACT—SECTION 204(a)**

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE 32  
TERM OF CONTRACT**

**Section 1: (Duration)**

This Contract shall be for a period of two (2) years commencing July 1, 1980 and ending June 30, 1982. This Contract shall automatically be renewed from year to year thereafter, unless either party shall notify the other party in writing not earlier than November 15th and not later than November 30th, or as hereinafter provided for any renewal period of the party's intention to change, alter, amend or terminate this Contract.

**Section 2: (Negotiations)**

It is understood and agreed that negotiations pursuant to the above notice shall begin not later than December 15, thereafter, unless otherwise mutually agreed to by the parties.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their duly authorized representatives.

FOR THE ROCHESTER POLICE LOCUST CLUB, INC.

Jack Gerbino, *President*

FOR THE CITY OF ROCHESTER, NEW YORK

Peter A. Korn, *City Manager*

Louis T. Paris, *Manager of Labor Relations*

Date \_\_\_\_\_